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**7. Shipping (§ 116\*)—Verdict for Breach of Contract for Shipment of Cement Not Excessive.**—In a steamship company's action for breach of contract to ship 40,000 barrels of cement, where it saved only about \$307 in fuel and oil by keeping its boat idle while waiting for the cement, and the jury deducted over \$1,100 from the amount of its claim, damages held not excessive.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 202.]

Error to Circuit Court of City of Richmond.

Action by the Virginia Steamship Company against the Lehigh Portland Cement Company. Judgment for plaintiff, and defendant brings error. Affirmed.

*Page & Leary*, of Richmond, for plaintiff in error.

*Frank T. Sutton, Jr.*, of Richmond, for defendant in error.

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GARRETT *v.* RAHILY et al.

March 16, 1922.

[111 S. E. 110.]

**Sales (§ 473 (2)\*)—Instruction Excluding Issue of Innocent Purchase of Automobile Held Erroneous.**—An automobile was sold and delivered, with title reserved by recorded contract of conditional sale, to be resold by vendee, and was purchased and paid for by defendant. Held, error to instruct that, if jury found that the automobile purchased was the same car mentioned in the contract of sale, they should find for the plaintiffs, as excluding the question of whether or not defendant was an innocent purchaser for value and without notice.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 61.]

Appeal from Law and Chancery Court of City of Norfolk.

Action of detinue by Daniel Rahily and James R. Martin, trading as Rahily & Martin, against W. F. Garrett, for an automobile. From a judgment for plaintiffs, defendant appeals. Reversed and remanded.

*A. Johnston Ackiss*, of Norfolk, for plaintiff in error.

*S. M. Brandt* and *Moses Ehrenworth*, both of Norfolk, for defendants in error.

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DALEY *v.* COMMONWEALTH.

March 16, 1922.

[111 S. E. 111.]

**1. Criminal Law (§§ 1092 (4), 1144 (17)\*)—Bills of Exceptions Must Be Tendered for Signature within 60 Days; Judgment Presumed Correct.**—Code 1919, § 6252, is mandatory, and court properly refused

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.